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10 Attorneys for Plaintiff,  
11 Blindlight, LLC

12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA

14 BLINDLIGHT, LLC, a California  
15 limited liability company,

16 Plaintiff,

17 vs.

18 TIMOTHY CUBBISON, an individual,  
19 AUSTIN SNYDER, an individual, and  
20 HORSELESS COWBOY, LLC, a  
21 California limited liability company,  
22 and Does 1 through 9,

23 Defendants.

24 TIMOTHY CUBBISON, an individual,  
25 AUSTIN SNYDER, an individual, and  
26 HORSELESS COWBOY, LLC, a  
27 California limited liability company,

28 Counterclaimants,

vs.

BLINDLIGHT, LLC, a California  
limited liability company, and LEV  
CHAPELSKY, an individual,

Counter-Defendants.

Case No. 2:17-cv-03497-JAK (PLAx)

~~Proposed~~ STIPULATED  
PROTECTIVE ORDER

1                                    **~~[PROPOSED]~~ STIPULATED PROTECTIVE ORDER**

2  
3        **A.        PURPOSES AND LIMITATIONS**

4                Discovery in this action is likely to involve production of confidential,  
5        proprietary, or private information for which special protection from public  
6        disclosure and from use for any purpose other than prosecuting this litigation  
7        may be warranted. Accordingly, the parties hereby stipulate to and petition the  
8        Court to enter the following Stipulated Protective Order. The parties  
9        acknowledge that this Order does not confer blanket protections on all disclosures  
10       or responses to discovery and that the protection it affords from public disclosure  
11       and use extends only to the limited information or items that are entitled to  
12       confidential treatment under the applicable legal principles. The parties further  
13       acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective  
14       Order does not entitle them to file confidential information under seal; Civil  
15       Local Rule 79-5 sets forth the procedures that must be followed and the standards  
16       that will be applied when a party seeks permission from the court to file material  
17       under seal.

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20               **B.        GOOD CAUSE STATEMENT**

21               This action is likely to involve trade secrets, customer and pricing lists and  
22       other valuable research, development, commercial, financial, technical and/or  
23       proprietary information for which special protection from public disclosure and  
24       from use for any purpose other than prosecution of this action is warranted.  
25       Such confidential and proprietary materials and information consist of, among  
26       other things, confidential business or financial information, information  
27       regarding confidential business practices, or other confidential research,  
28       development, or commercial information (including information implicating

1 privacy rights of third parties), information otherwise generally unavailable to the  
2 public, or which may be privileged or otherwise protected from disclosure under  
3 state or federal statutes, court rules, case decisions, or common law.

4 Accordingly, to expedite the flow of information, to facilitate the prompt  
5 resolution of disputes over confidentiality of discovery materials, to adequately  
6 protect information the parties are entitled to keep confidential, to ensure that the  
7 parties are permitted reasonable necessary uses of such material in preparation  
8 for and in the conduct of trial, to address their handling at the end of the  
9 litigation, and serve the ends of justice, a protective order for such information is  
10 justified in this matter. It is the intent of the parties that information will not be  
11 designated as confidential for tactical reasons and that nothing be so designated  
12 without a good faith belief that it has been maintained in a confidential, non-  
13 public manner, and there is good cause why it should not be part of the public  
14 record of this case.

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16 **2. DEFINITIONS**

17 2.1. Action: Blindlight, LLC v. Timothy Cubbison, et al., United  
18 States District Court, Central District of California Case No. 2:17-cv-03497-JAK  
19 (PLAx).

20 2.2. Challenging Party: a Party or Non-Party that challenges the  
21 designation of information or items under this Order.

22 2.3. “CONFIDENTIAL” Information or Items: information (regardless  
23 of how it is generated, stored or maintained) or tangible things that qualify for  
24 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
25 the Good Cause Statement.

26 2.4. “ATTORNEY’S EYES ONLY” Information, Documents, or Items:  
27 information (regardless of how it is generated, stored, or maintained) or tangible  
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1 things that disclose (1) financial terms for any deals, potential deals, contracts, or  
2 other documents and communications regarding a Party and a Non-Party and (2)  
3 financial condition and capital structure of the Parties. When producing  
4 documents that need an ATTORNEY'S EYES ONLY designation, two (2) copies  
5 must be produced: one (1) copy has the financial terms redacted with the  
6 document designated as CONFIDENTIAL and one (1) copy with no redactions  
7 and the document designated as ATTORNEY'S EYES ONLY.

8 2.5. Counsel: Outside Counsel of Record and House Counsel (as well as  
9 their support staff).

10 2.6. Designating Party: a Party or Non-Party that designates information  
11 or items that it produces in disclosures or in responses to discovery as  
12 "CONFIDENTIAL" or "ATTORNEY'S EYES ONLY."

13 2.7. Disclosure or Discovery Material: all items or information,  
14 regardless of the medium or manner in which it is generated, stored, or  
15 maintained (including, among other things, testimony, transcripts, and tangible  
16 things), that are produced or generated in disclosures or responses to discovery  
17 in this matter.

18 2.8. Expert: a person with specialized knowledge or experience in a  
19 matter pertinent to the litigation who has been retained by a Party or its counsel  
20 to serve as an expert witness or as a consultant in this Action.

21 2.9. House Counsel: attorneys who are employees of a party to this  
22 Action. House Counsel does not include Outside Counsel of Record or any other  
23 outside counsel.

24 2.10. Non-Party: any natural person, partnership, corporation,  
25 association, or other legal entity not named as a Party to this action.

26 2.11. Outside Counsel of Record: attorneys who are not employees of a  
27 party to this Action but are retained to represent or advise a party to this Action  
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1 and have appeared in this Action on behalf of that party or are affiliated with a  
2 law firm that has appeared on behalf of that party, including support staff.

3 2.12. Party: any party to this Action, including all of its officers,  
4 directors, employees, consultants, retained experts, and Outside Counsel of  
5 Record (and their support staffs).

6 2.13. Producing Party: a Party or Non-Party that produces Disclosure or  
7 Discovery Material in this Action.

8 2.14. Professional Vendors: persons or entities that provide litigation  
9 support services (e.g., photocopying, videotaping, translating, preparing exhibits  
10 or demonstrations, and organizing, storing, or retrieving data in any form or  
11 medium) and their employees and subcontractors.

12 2.15. Protected Material: any Disclosure or Discovery Material that is  
13 designated as “CONFIDENTIAL or “ATTORNEY’S EYES ONLY.”

14 2.16. Receiving Party: a Party that receives Disclosure or Discovery  
15 Material from a Producing Party.

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17 3. SCOPE

18 The protections conferred by this Stipulation and Order cover not only  
19 Protected Material (as defined above), but also (1) any information copied or  
20 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
21 compilations of Protected Material; and (3) any testimony, conversations, or  
22 presentations by Parties or their Counsel that might reveal Protected Material.  
23 Any use of Protected Material at trial shall be governed by the orders of the trial  
24 judge. This Order does not govern the use of Protected Material at trial.  
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27 4. DURATION  
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Once a case proceeds to trial, all of the court-filed information to be introduced that was previously designated as CONFIDENTIAL or ATTORNEY’S EYES ONLY or maintained pursuant to this protective order becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. See Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, the terms of this protective order do not extend beyond the commencement of the trial.

5. **DESIGNATING PROTECTED MATERIAL**

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order. Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that  
2 it designated for protection do not qualify for protection, that Designating Party  
3 must promptly notify all other Parties that it is withdrawing the inapplicable  
4 designation.

5 5.2 Manner and Timing of Designations. Except as otherwise provided  
6 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as  
7 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies  
8 for protection under this Order must be clearly so designated before the material  
9 is disclosed or produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic  
12 documents, but excluding transcripts of depositions or other pretrial or trial  
13 proceedings), that the Producing Party affix, at a minimum, the legend  
14 "CONFIDENTIAL" or "ATTORNEY'S EYES ONLY" (hereinafter  
15 "CONFIDENTIAL legend"), as applicable, to each page that contains protected  
16 material. If only a portion or portions of the material on a page qualifies for  
17 protection, the Producing Party also must clearly identify the protected portion(s)  
18 (e.g., by making appropriate markings in the margins).

19 A Party or Non-Party that makes original documents available for  
20 inspection need not designate them for protection until after the inspecting Party  
21 has indicated which documents it would like copied and produced. During the  
22 inspection and before the designation, all of the material made available for  
23 inspection shall be deemed "ATTORNEY'S EYES ONLY." After the inspecting  
24 Party has identified the documents it wants copied and produced, the Producing  
25 Party must determine which documents, or portions thereof, qualify for  
26 protection under this Order. Then, before producing the specified documents, the  
27 Producing Party must affix the "CONFIDENTIAL legend" to each page that  
28

1 contains Protected Material. If only a portion or portions of the material on a  
2 page qualifies for protection, the Producing Party also must clearly identify the  
3 protected portion(s) (e.g., by making appropriate markings in the margins).

4 (b) for testimony given in depositions that the Designating Party  
5 identify the Disclosure or Discovery Material on the record, before the close of  
6 the deposition.

7 (c) for information produced in some form other than documentary and  
8 for any other tangible items, that the Producing Party affix in a prominent place  
9 on the exterior of the container or containers in which the information is stored  
10 the "CONFIDENTIAL" legend. If only a portion or portions of the information  
11 warrants protection, the Producing Party, to the extent practicable, shall identify  
12 the protected portion(s).

13 5.3 Inadvertent Failures to Designate. If timely corrected, an  
14 inadvertent failure to designate qualified information or items does not, standing  
15 alone, waive the Designating Party's right to secure protection under this Order  
16 for such material. Upon timely correction of a designation, the Receiving Party  
17 must make reasonable efforts to assure that the material is treated in accordance  
18 with the provisions of this Order.

19 5.4 Productions by Third Parties. If a party believes that documents  
20 produced in response to a subpoena to a third party may contain documents  
21 which are confidential and proprietary and would be properly designated as  
22 "CONFIDENTIAL" or "ATTORNEY'S EYES ONLY" such party may notify  
23 the subpoenaing party in writing prior to the designated production date that it  
24 expects confidential and proprietary information may be provided. Following  
25 such written notice and upon receipt of the documents to all parties, all  
26 documents provided in response to the subpoena shall be provisionally designated  
27 "CONFIDENTIAL" or "ATTORNEY'S EYES ONLY" for five court days.  
28

1 During such time any party may designate documents provided in response to  
2 such subpoena "CONFIDENTIAL" or "ATTORNEY'S EYES ONLY" as  
3 appropriate under this protective order. At the end of the five court day period,  
4 any documents provided in response to the subpoena that have not been  
5 designated as either "CONFIDENTIAL" or "ATTORNEY'S EYES ONLY"  
6 shall not thereafter be subject to treatment as such. For any and all documents  
7 that were produced prior to the filing of this protective order, the commencement  
8 of the five court day period shall begin on the day of issuance of this protective  
9 order.  
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11 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

12 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
13 designation of confidentiality at any time that is consistent with the Court's  
14 Scheduling Order.  
15

16 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
17 resolution process under Local Rule 37.1, et seq. Any discovery motion must  
18 strictly comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-  
19 3.

20 6.3 Burden. The burden of persuasion in any such challenge proceeding  
21 shall be on the Designating Party. Frivolous challenges, and those made for an  
22 improper purpose (e.g., to harass or impose unnecessary expenses and burdens  
23 on other parties) may expose the Challenging Party to sanctions. Unless the  
24 Designating Party has waived or withdrawn the confidentiality designation, all  
25 parties shall continue to afford the material in question the level of protection to  
26 which it is entitled under the Producing Party's designation until the Court rules  
27 on the challenge.  
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1     **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2             7.1     Basic Principles. A Receiving Party may use Protected Material that  
3 is disclosed or produced by another Party or by a Non-Party in connection with  
4 this Action only for prosecuting, defending, or attempting to settle this Action.  
5 Such Protected Material may be disclosed only to the categories of persons and  
6 under the conditions described in this Order. When the Action has been  
7 terminated, a Receiving Party must comply with the provisions of section 13  
8 below (FINAL DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a  
10 location and in a secure manner that ensures that access is limited to the persons  
11 authorized under this Order.

12             7.2     Disclosure of “CONFIDENTIAL” Information or Items. Unless  
13 otherwise ordered by the Court or permitted in writing by the Designating Party,  
14 a Receiving Party may disclose any information or item designated  
15 “CONFIDENTIAL” only to:

16                     (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
17 well as employees of said Outside Counsel of Record to whom it is reasonably  
18 necessary to disclose the information for this Action;

19                     (b) the officers, directors, and employees (including House Counsel) of  
20 the Receiving Party to whom disclosure is reasonably necessary for this Action;

21                     (c) Experts (as defined in this Order) of the Receiving Party to whom  
22 disclosure is reasonably necessary for this Action and who have signed the  
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24                     (d) the Court and its personnel;

25                     (e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

### 7.3 Disclosure of “ATTORNEY’S EYES ONLY” Materials.

Information and material designated as “ATTORNEYS’ EYES ONLY” may be disclosed only to the following persons, unless the Designating Party first otherwise agrees in writing or the Court first otherwise orders: (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) Experts (as defined in this Order) who are not officers, directors, employees, or agents of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

- 1 (c) the Court and its personnel;
- 2 (d) court reporters and their staff;
- 3 (e) professional jury or trial consultants, mock jurors, and Professional
- 4 Vendors to whom disclosure is reasonably necessary for this Action and who
- 5 have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- 6 (f) the author or recipient of a document containing the information or a
- 7 custodian or other person who otherwise possessed or knew the information;
- 8 (g) during their depositions, witnesses, and attorneys for witnesses,
- 9 where at least one of the following conditions applies:
- 10 (i) the witness is an employee of the Designating Party when the
- 11 disclosure is made;
- 12 (ii) the attorney taking the deposition and showing the witness the
- 13 Confidential Material represents the Designating Party;
- 14 (iii) the witness's name appears on the ATTORNEY'S EYES
- 15 ONLY material as a person who has previously seen or received the
- 16 material, or it is otherwise established that the witness has previously seen
- 17 or received the Confidential Material or knows the information contained
- 18 with it;
- 19 (iv) the Designating Party has consented on the record of the
- 20 deposition to the showing of the ATTORNEY'S EYES ONLY material to
- 21 the witness, or
- 22 (v) at least ten (10) business days before the deposition, the party
- 23 wishing to show the witness ATTORNEY'S EYES ONLY material notifies
- 24 the Designating Party of its intent to do so, with a specific listing of the
- 25 material to be shown, and if the Designating Party fails to provide, within
- 26 five (5) business days of receipt of this notice, written objection to this use
- 27 of material. If a timely written objection is provided the material listed in
- 28

1 the written objection is provided, the designated material listed in the  
2 written objection shall not be shown to the witness unless and until the  
3 party wishing to show that material to the witness to moves for and obtains  
4 appropriate relief from the Court. Witnesses being shown ATTORNEY'S  
5 EYES ONLY Material under subsection (v) above must sign the Consent  
6 Form annexed to this Order before being shown the ATTORNEY'S EYES  
7 ONLY material. Counsel defending the deponent to which ATTORNEY'S  
8 EYES ONLY information is disclosed during deposition shall provide to  
9 counsel for the Designating Party, prior to the start of the deposition, a  
10 copy of the executed Exhibit "A."

11 (h) any mediator or settlement officer, and their supporting personnel,  
12 mutually agreed upon by any of the parties engaged in settlement discussions.  
13

14 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
15 **PRODUCED IN OTHER LITIGATION**  
16

17 If a Party is served with a subpoena or a court order issued in other  
18 litigation that compels disclosure of any information or items designated in this  
19 Action as "CONFIDENTIAL," that Party must:

20 (a) promptly notify in writing the Designating Party. Such notification  
21 shall include a copy of the subpoena or court order;

22 (b) promptly notify in writing the party who caused the subpoena or  
23 order to issue in the other litigation that some or all of the material covered by  
24 the subpoena or order is subject to this Protective Order. Such notification shall  
25 include a copy of this Stipulated Protective Order; and

26 (c) cooperate with respect to all reasonable procedures sought to be  
27 pursued by the Designating Party whose Protected Material may be affected.  
28

1 If the Designating Party timely seeks a protective order, the Party served with  
2 the subpoena or court order shall not produce any information designated in this  
3 action as “CONFIDENTIAL” before a determination by the court from which  
4 the subpoena or order issued, unless the Party has obtained the Designating  
5 Party’s permission. The Designating Party shall bear the burden and expense of  
6 seeking protection in that court of its confidential material and nothing in these  
7 provisions should be construed as authorizing or encouraging a Receiving Party  
8 in this Action to disobey a lawful directive from another court.

9  
10 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
11 **PRODUCED IN THIS LITIGATION**

12 (a) The terms of this Order are applicable to information produced by a  
13 Non-Party in this Action and designated as “CONFIDENTIAL” or  
14 “ATTORNEY’S EYES ONLY.” Such information produced by Non-Parties in  
15 connection with this litigation is protected by the remedies and relief provided by  
16 this Order. Nothing in these provisions should be construed as prohibiting a Non-  
17 Party from seeking additional protections.

18 (b) In the event that a Party is required, by a valid discovery request,  
19 to produce a Non-Party’s confidential information in its possession, and the Party  
20 is subject to an agreement with the Non-Party not to produce the Non-Party’s  
21 confidential information, then the Party shall:

22 (1) promptly notify in writing the Requesting Party and the Non-  
23 Party that some or all of the information requested is subject to a confidentiality  
24 agreement with a Non-Party;

25 (2) promptly provide the Non-Party with a copy of the Stipulated  
26 Protective Order in this Action, the relevant discovery request(s), and a  
27 reasonably specific description of the information requested; and  
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(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected Material.

10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other

1 protection, the obligations of the Receiving Parties are those set forth in Federal  
2 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
3 whatever procedure may be established in an e-discovery order that provides for  
4 production without prior privilege review. Pursuant to Federal Rule of Evidence  
5 502(d) and (e), insofar as the parties reach an agreement on the effect of  
6 disclosure of a communication or information covered by the attorney-client  
7 privilege or work product protection, the parties may incorporate their agreement  
8 in the stipulated protective order submitted to the Court.

10 **12. MISCELLANEOUS**

11 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
12 any person to seek its modification by the Court in the future.

13 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
14 Protective Order, no Party waives any right it otherwise would have to object to  
15 disclosing or producing any information or item on any ground not addressed in  
16 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
17 any ground to use in evidence of any of the material covered by this Protective  
18 Order.

19 12.3 Filing Protected Material. A Party that seeks to file under seal any  
20 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
21 may only be filed under seal pursuant to a court order authorizing the sealing of  
22 the specific Protected Material at issue; good cause must be shown in the request  
23 to file under seal. If a Party's request to file Protected Material under seal is  
24 denied by the Court, then the Receiving Party may file the information in the  
25 public record unless otherwise instructed by the Court.

13. **FINAL DISPOSITION**

After the final disposition of this Action, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

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1 Any violation of this Order may be punished by any and all appropriate  
2 measures including, without limitation, contempt proceedings and/or monetary  
3 sanctions.  
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7 **PURSUANT TO THE STIPULATION OF THE PARTIES THROUGH**  
8 **THEIR COUNSEL OF RECORD, IT IS SO ORDERED.**  
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12 Date: October 11, 2017



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14 Hon. Paul L. Abrams  
15 United States Magistrate Judge  
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EXHIBIT A  
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of \_\_\_\_\_ [insert formal name of the case and the number and initials assigned to it by the court]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_